

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Shirley Taylor-Prakelt, Housing & Community Development Director

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A Resolution of the Town of Davie, Florida, authorizing the Mayor to execute a CDBG Sub-Recipient Grant Agreement with Hope Outreach Center, Inc., to provide social services/emergency assistance to Davie's lower-income families and individuals.

**REPORT IN BRIEF:** Hope Outreach Center Inc., is a 501 (c) (3) not-for-profit organization serving Davie's lower-income families. On July 8, 2003, the Town Council adopted the Action Plan for FY 2002/04 CDBG Funds, which included a grant to the Hope Outreach Center in the amount of \$40,800.

As a result of our CDBG Grant, Hope Outreach is able to expand their services to include: rental assistance (homeless prevention), food pantry and vouchers (e.g. Publix, Winn-Dixie, and Sadano's), and emergency utility bill payments (electric, water, sewer, gas), bus passes/special transportation, clothing & school uniform vouchers, and child-care subsidies.

In accordance with the regulations governing the CDBG Program, the Town must enter into a written "Sub-Recipient Agreement" for the use of these grant funds, which contains the specific provisions outlined in Part 570 of the Regulations. The attached Grant Agreement conforms to these requirements, and formalizes the type of emergency services to be provided by the Hope Outreach Center, Inc., to Davie's needy families.

**PREVIOUS ACTIONS:** Resolution R-2002-261 on October 16, 2002

**CONCURRENCES:** None

**FISCAL IMPACT:** \$40,800 in CDBG Funds are budgeted

Has request been budgeted? Yes

If no, amount needed: **RECOMMENDATION(S):** Motion to approve Resolution

**Attachment(s):** Resolution and CDBG Sub-Recipient Agreement with Hope Outreach, Inc.

**RESOLUTION\_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE CDBG SUB-RECIPIENT GRANT AGREEMENT WITH THE HOPE OUTREACH, INC., TO PROVIDE SOCIAL SERVICES/ EMERGENCY ASSISTANCE TO DAVIE'S LOWER-INCOME FAMILIES AND INDIVIDUALS.**

**WHEREAS,** Hope Outreach Center Inc., is a 501 (c) (3) not-for-profit organization serving Davie's lower-income families; and

**WHEREAS,** The CDBG Action Plan for FY 2003/04 adopted on July 8, 2003, allocated \$40,800 to the Hope Outreach Center, Inc. to operate an Emergency Assistance/Homeless Prevention Program for income-eligible Davie residents; and

**WHEREAS,** The Hope Outreach Center will provide rental assistance (homeless prevention), food pantry and vouchers (e.g. Publix, Winn-Dixie, and Sadano's), and emergency utility bill payments (electric, water, sewer, gas), bus passes/special transportation, clothing & school uniform vouchers, and child-care subsidies; and

**WHEREAS,** this collaboration between the Town's Housing and CD Office and Hope Outreach, Inc., represents "one-stop-shopping" for Davie residents seeking housing and related assistance; and

**WHEREAS,** the CDBG Grant Program requires that a Sub-Recipient Grant Agreement be executed which complies with the regulations at 24 CFR 570.503; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:**

**SECTION 1.** The Town Council of the Town of Davie hereby authorizes the Mayor to execute the CDBG Sub-Recipient Grant Agreement for Hope Outreach Center, Inc., to provide social services/emergency assistance to Davie's lower-income families and individuals; and

**SECTION 2.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.**

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2004.

**Town of Davie**  
**Community Development Block Grant Program (CDBG)**  
**Sub-Recipient Agreement**  
**With**  
**Hope Outreach Center, Inc.**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2004 by and between the Town of Davie and Hope Outreach Center, Inc., is for the express purpose of providing social/public services/emergency assistance, to Davie's lower-income families or individuals who are in need of emergency assistance, and is funded through the Town's Community Development Block Grant (CDBG) Program.

In executing this Agreement and accepting the Community Development Block Grant (CDBG) funds, Hope Outreach Center, Inc., agrees to comply with all applicable Federal Rules and Regulations governing the Community Development Block Grant (CDBG) Program particularly those outlined at 24 CFR 570.503 "Agreements with Sub-Recipients", as follows:

**Article 1 - Subrecipient Eligibility:**

Hope Outreach Center Inc.'s 501(c)(3) Corporate By-Laws were reviewed by the Town of Davie's Housing and Community Development Department and determined to meet the eligibility requirements outlined in 24 CFR 570.200 (3) of the Community Development Block Grant (CDBG) regulations, as a "sub-recipient" providing public services to lower-income residents.

**Article 2 - Provision of Public Services:**

The provision of public services (including labor, supplies, and materials) is eligible pursuant to 24 CFR 570.201 (e) including but not limited to those concerned with employment, crime prevention, child care health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under 570.207 (b) (4)), homebuyer down payment assistance, or recreational needs.

To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of existing services above that which has been provided by or on behalf of, the local Government in the 12 calendar months prior to the funding of the CDBG Annual Action Plan for the applicable fiscal year.

**Article 3 - Scope of Work to Be Performed:**

The Hope Outreach Center, Inc. has traditionally provided: information & referrals, food pantry, support groups & counseling, youth enrichment programs, elderly visitation and companionship, tutoring/mentoring for children & families, and general social services.

Under the terms of this Agreement, Hope Outreach will operate an "Emergency Assistance/Homeless Prevention Program" which includes the provision of emergency financial

assistance on a Town-wide basis to eligible lower-income Davie residents, to prevent homelessness and/or address emergency situations such as the need for food, shelter, transportation, health care, on a case-by-case basis; including, but not limited to:

- homeless prevention (rental/mortgage assistance)
- food pantry and vouchers (e.g. Publix, Winn-Dixie, Sadano's),
- emergency utility bill payments (electric, water, sewer, gas),
- bus passes/special transportation,
- clothing/ school uniform vouchers, and
- Child-care subsidies.

Pursuant to 24 CFR 570.207 b (4), CDBG funds may not be used for "income payments" i.e. a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage); however, "emergency grant payments" made over a period of up to three (3) consecutive months to the provider of such items or services on behalf of an individual or family, is permitted. All services rendered by Hope Outreach Center, Inc., to an income-eligible clients, must be of an "emergency nature", and may not, in the aggregate, total more than three (3) months of housing, food, utilities, etc.

It is anticipated that 60 clients will be assisted during the term of this Agreement @ an estimated assistance level of \$550 per family; however, this Agreement does not limit Hope Outreach Center, Inc., in any way, to determine the appropriate level of assistance needed to assist needy residents. The assistance will be determined on a case-by-case basis within Program Guidelines developed by Hope Outreach Center, Inc.

#### **Article 4 - Project Schedule and Budget:**

This Agreement is retroactive to January 1, 2004 and shall run through September 30, 2004; and, the total CDBG funding to be provided is Forty Thousand Eight Hundred Dollars (\$40,800).

#### **Article 5 - Method of Payment:**

Hope Outreach must maintain a separate checking account established for the purpose of depositing such funds to carrying-out the public services herein contemplated. This checking account will be used exclusively for "emergency grants" made on behalf of income-eligible Davie residents; and, such funds shall not be co-mingled with other funds of the organization. Hope Outreach Center Inc., will pay any bank charges associated with this separate bank account, from the CDBG Grant funds.

Since CDBG funds may only be provided on a reimbursement basis for actual services provided, and given that Hope Outreach Center Inc., is not in a financial position to "front" the funds needed for client services, the Town of Davie, through resources other than CDBG funds, will provide a payment totaling fifty percent (50%) of the total funds immediately upon execution of this Agreement, so that client services can begin. All financial transactions made by the Hope Outreach Center, Inc. using CDBG funds, will be reported on a quarterly basis to

the Town's Housing and Community Development Department, along with detailed information on the type of services provided.

#### **Article 6 - Benefit to Low and Moderate-Income Families and Individuals:**

For the purposes of this Agreement, the services provided by Hope Outreach Center, Inc. will be considered "Limited Clientele Activities" pursuant to 24 CFR 570.208 (2) (b), which require information on family size and income, so that it is evident that at least 51% of the clientele are persons or families whose household income does not exceed the low/moderate income limits, as adjusted annually, by the U.S. Department of HUD.

The term "low/moderate income" applies to those individuals and households that earn up to eighty (80) percent of the median income for the Broward County area, as adjusted by family size. The 2003 income levels for the CDBG Program follow:

##### **FY 2003/04 Income Levels**

Household Size	Low Income (50% of Median)	Moderate Income (80 % of Median)
1	\$21,050	\$33,700
2	\$24,100	\$38,550
3	\$27,100	\$43,350
4	\$30,100	\$48,150
5	\$32,500	\$52,000
6	\$34,900	\$55,850

#### **Article 7 - Record Keeping and Submission of Reports:**

Each Client File must include, at a minimum: client name, address and phone number, household size, income level (including all sources of income), social security number, ethnic and gender data, employment/unemployment registration verification, photo ID, and other relevant data e.g. eviction notice, last paycheck, housing payments, etc. Additionally, Hope Outreach Center, Inc. must document the income limits applied, and the point in time when the benefit was determined.

Hope Outreach Center, Inc. shall provide a Quarterly Report to the Town's Housing and Community Development Department, which includes cumulative information on the number and type of services provided, and all financial truncations.

The record retention period pertaining to CDBG-funded activities shall be four years from the date of submission of the Town's Consolidated Annual Performance and Evaluation Report (CAPER) as described in CFR 91.520, in which the activity is reported for the final time rather than from the date of submission of the final expenditure report from the grant award.

#### **Article 8 - Program Income:**

This Agreement does not contemplate the generation and/or disposition of Program Income by Hope Outreach Center Inc.; however, if Program Income as defined in 24 CFR 570.500 (a) is generated, it shall be recorded as part of the financial transactions of the grant program. Program income received before the grant closeout may be retained by the Sub-Recipient Agency, if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of the CDBG funds. The disposition of program income received by sub recipients shall comply with 24 CFR 570.504 (c).

#### **Article 9 - Conditions for Religious Organizations:**

CDBG funds may be used for eligible public services to be provided through a primarily religious entity, if a Grant-Agreement is executed in connection with the provision of such services, which includes the following stipulations:

- It will not discriminate against any person applying for such public services on the basis of religion, and will not limit such services or give preference to persons, on the basis of religion.
- It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
- It will not discriminate against any employee or applicant for employment on the basis of religion, and will not limit employment or give preference in employment, to persons on the basis of religion.

Hope Outreach Center, Inc. agrees to comply with all of the provisions outlined above.

#### **Article 10 - Reversion of Assets:**

Upon expiration of this Agreement, Hope Outreach Center, Inc., shall transfer to the Town any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of the CDBG funds.

Any real property under Hope Outreach Center Inc's., control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided in the form of a loan) in excess of \$25,000 is either:

(I) Used to meet one of the national objectives in 24 CFR 570.208 (formerly 570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Town; or

(ii) Not used in accordance with paragraph (b) (8) (I) of this section, in which event Hope Outreach Center, Inc., shall pay the Town of Davie an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds of the acquisition of, or improvement to, the property; and, this payment will constitute

“program income”. (No payment is required after the time established in paragraph (b) (8) (I) of this section).

#### **Article 11 - Administrative and Operational Expenses**

Hope Outreach Center, Inc., is entitled to expend up to twenty percent (20%) of this grant, which represents \$8,160, for eligible administrative and operational expenses of the program. Hope Outreach Center, may, at its discretion, use the CDBG funds described above for the purpose of obtaining audited financial statements, enabling them to seek other grants.

#### **Article 12 - Uniform Administrative Requirements:**

Hope Outreach Center Inc. shall comply with applicable Uniform Administrative Requirements as described in 24 CFR 570.502, a copy of which will be furnished by the Town’s Housing and Community Development Office.

#### **Article 13 - Other Program Requirements:**

Hope Outreach Center, Inc., will comply with all Federal laws and regulations described in 24 CFR Part 570 Subpart K entitled “Other Program Requirements”, as applicable, except that Hope Outreach Center, Inc., does not assume the Town’s environmental responsibilities described at 24 CFR 570.604; and, Hope Outreach Center, Inc., does not assume the Town’s responsibility for initiating the environmental review process under the provisions of 24 CFR Part 52.

This Agreement shall be binding upon the parties, their successors, assigns, and personal representatives. This Agreement shall be enforced under the laws of the State of Florida. This is the entire Agreement.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_

TOWN CLERK

\_\_\_\_\_  
Hope Outreach Center, Inc.

\_\_\_\_\_  
Title/Date

\_\_\_\_\_  
Witness:

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